



U.S. General Services Administration

**70 AUTHORIZED FEDERAL ACQUISITION SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

Note: Contractor has been awarded all Special Item Numbers under the cooperative purchasing program.

SIN 132-3 LEASING OF PRODUCT

SIN 132-8 PURCHASE OF EQUIPMENT

FSC CLASS 7010 - SYSTEM CONFIGURATION

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

SIN 132-12 - MAINTENANCE OF EQUIPMENT, REPAIR SERVICE, AND REPAIR PARTS/SPARE PARTS

- Maintenance

SIN 132-32 - TERM SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Microcomputers

Application Software

SIN 132-34 - MAINTENANCE OF SOFTWARE

SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D302 IT Systems Development Services

FPDS Code D306 IT Systems Analysis Services

FPDS Code D307 Automated Information Systems Design and Integration Services

FPDS Code D308 Programming Services

FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and ordering activities are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.

MERLIN INTERNATIONAL, INC.

4B Inverness Court East

Suite 100

Englewood, CO 80112

Phone: 303.221.0797 Fax: 303.221.0534

Internet Address: www.merlin-intl.com

Contract Number: GS-35F-0783M

Period Covered by Contract: September 13, 2002 – September 12, 2012

General Services Administration

Federal Acquisition Service

Pricelist current through Modification #381, dated September 26, 2011

Products and ordering information in this Authorized FAS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

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<p align="center">INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS</p>

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT

The Geographic Scope of Contract will be domestic delivery only.

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

ORDERING/TECHNICAL INFORMATION

Technical Information: 703.752.2928

Ordering Information: 303.339.2209

Merlin International, Inc.

Attn: Government Contracts Department

4B Inverness Court East, Suite 100

Englewood, CO 80112

PAYMENT ADDRESSES:

Payment Via Wire Transfer:

Merlin International, Inc.

Wells Fargo Bank

ABA Routing No. 102000076

Account # 215381325

PAYMENT VIA CHECK/U.S. MAIL

Merlin International, Inc.

4B Inverness Court East, Suite 100

Englewood, CO 80112

PAYMENT VIA ACH:

Merlin International, Inc.

Wells Fargo Bank

ABA Routing No. 102000076

Account # 215381325

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: **07-3521101**

Block 30: Type of Contractor - **Small Disadvantaged Business – 8A**

Block 31: Woman-Owned Small Business - **No**

Block 36: Contractor's Taxpayer Identification Number (TIN): **84-1424371**

4a. CAGE Code: 1XAZ0

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. **TIME OF DELIVERY:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-3	Upon mutual agreement with Ordering Agency
132-8	30 Days ARO
132-12	Upon mutual agreement with Ordering Agency
132-32	30 Days ARO
132-33	30 Days ARO
132-34	30 Days ARO
132-50	Upon mutual agreement with Ordering Agency
132-51	Upon mutual agreement with Ordering Agency

b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: PRICES SHOWN ARE NET PRICES; BASIC DISCOUNTS HAVE BEEN DEDUCTED

- a. Prompt Payment: **0% NET 30** days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: **NONE**
- c. Dollar Volume: **NONE**
- d. Government Educational Institutions **are offered the same discounts as all other Government Customers**
- e. Other: **NONE**

8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING
Not applicable

10. SMALL REQUIREMENTS

The minimum dollar value of orders to be issued is \$100.

11. MAXIMUM ORDER (ALL DOLLAR AMOUNTS ARE EXCLUSIVE OF ANY DISCOUNT FOR PROMPT PAYMENT.)

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
Special Item Number 132-3 - Leasing of Product
Special Item Number 132-8 - Purchase of Equipment
Special Item Number 132-12 – Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts
Special Item Number 132-32 - Term Software Licenses
Special Item Number 132-33 - Perpetual Software Licenses
Special Item Number 132-34 – Maintenance of Software
Special Item Number 132-51 - Information Technology (IT) Professional Services
- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:
Special Item Number 132-50 - Training Courses

12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS)

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS)

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act.

Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges. NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes

can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA Advantage!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.401(d).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

NONE

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant; No** Contact Merlin for details. :

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): * [Contact Merlin for details.](#)

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:
“This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.”

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324).

**TERMS AND CONDITIONS APPLICABLE TO
LEASING OF GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY PRODUCTS
(SPECIAL ITEM NUMBER 132-3)**

LEASE TYPES

The ordering activity will consider proposals for the following lease types:

- a. Lease to Ownership,
- b. Lease with Option to Own, and
- c. Step Lease.

Orders for leased products must specify the leasing type.

OPTION 1:

1. STATEMENT

- a. It is understood by all parties to this contract that orders issued under this SIN shall constitute a lease arrangement. Unless the ordering activity intends to obligate other than annual appropriations to fund the lease, the base period of the lease is from the date of the product acceptance through September 30 of the fiscal year in which the order is placed.
- b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Product Lease or Purchase and OMB Circular A-11. Agencies are responsible for the obligation of funding consistent with all applicable legal principles when entering into any lease arrangement.

2. FUNDING AND PERIODS OF LEASING ARRANGEMENTS

- a. Annual Funding. When annually appropriated funds are cited on an order for leasing, the following applies:
 - (1) The base period of an order for any lease executed by the ordering activity shall be for the duration of the fiscal year. All ordering activity renewal options under the lease shall be specified in the delivery order. All orders for leasing shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease, whichever is earlier, unless the ordering activity exercises its rights hereunder to acquire title to the product prior to the planned expiration date or unless the ordering activity exercise its right to terminate under FAR 52.212-4. Orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the ordering activity to a renewal.
 - (2) All orders for leasing shall automatically terminate on September 30, unless the ordering activity notifies the Contractor in writing thirty (30) calendar days prior to the expiration of such orders of the ordering activity's intent to renew. Such notice to renew shall not bind the ordering activity. The ordering activity has the option to renew each year at the original rate in effect at the time the order is placed. This rate applies for the duration of the order. If the ordering activity exercises its option to renew, the renewal order, shall be issued within 15 days after funds become available for obligation by the ordering activity, or as specified in the initial order. No termination fees shall apply if the ordering activity does not exercise an option.
- b. Crossing Fiscal Years Within Contract Period. Where an ordering activity has specific authority to cross fiscal years with annual appropriations, the ordering activity may place an order under this option to lease product for a period up to the expiration of its period of appropriation availability, or twelve months, whichever occurs later, notwithstanding the intervening fiscal years.

3. DISCONTINUANCE AND TERMINATION

Notwithstanding any other provision relating to this SIN, the ordering activity may terminate products leased under this agreement, at any time during a fiscal year in accordance with the termination provisions

contained in FAR 52.212-4. (l) Termination for the ordering activity's convenience, or (m) Termination for cause. Additionally, no termination for cost or fees shall be charged for non-renewal of an option.

OPTION 2

To the extent an Offeror wishes to propose alternative lease terms and conditions that provide for lower discounts/prices based on the ordering activity's stated intent to fulfill the projected term of a lease including option years, while at the same time including separate charges for early end of the lease, the following terms apply. These terms address the timing and extent of the ordering activity's financial obligation including any potential charges for early end of the lease.

1. LEASING PRICE LIST NOTICE:

Contractors must include the following notice in their contract price list for SIN 132-3:

"The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease."

2. STATEMENT OF ORDERING ACTIVITY INTENT:

- (a) The ordering activity and the Contractor understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the "Lease Term"). In that regard, the ordering Activity, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the ordering Activity's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.
- (b) Each ordering activity placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering activity for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the ordering activity concerning the essential use of the products.

3. LEASE TERM:

- (a) The date on which the ordering activity accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product's published specifications and statement of work. Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering activity and the Contractor.
- (b) Any lease is executed by the ordering activity on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR 32.703-3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12 month period. Defense agencies must also consider DOD FAR supplement (DFAR) 232.703-3(b) in determining whether to use cross fiscal year funding. This cross fiscal year authority does not apply to multi-year leases.
- (c) The total Lease Term will be specified in each delivery order, including any relevant renewal options of the ordering activity. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the ordering activity exercises its rights here under to acquire title to the product prior to such expiration date. The ordering activity, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less than all of the product and/or software set forth in the original delivery order. Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds. The ordering activity shall

provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.

- (d) Where an ordering activity's specific appropriation or procurement authority provides for contracting beyond the fiscal year period, the ordering activity may place a delivery order for a period up to the expiration of the Lease Term, or to the expiration of the period of availability of the multi-year appropriation, or whatever is appropriate under the applicable circumstance.

4. LEASE TERMINATION

- (a) The ordering activity must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the ordering activity's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.
 - (i) The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with FAR 52.212-4 paragraphs (l) and (m).
 - (ii) The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the ordering activity, the ordering activity may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.
- (b) **Termination for Convenience of the Ordering Activity:** Leases entered into under this option may not be terminated except by the ordering activity's contracting office responsible for the delivery order in accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items, paragraph (l), *Termination for Convenience of the Ordering Activity*. The costs charged to the ordering activity as the result of any Termination for Convenience of the ordering activity must be reasonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling
- (c) **Termination for Non-Appropriation:** The ordering activity reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payment for the lease Term will be available to the ordering activity. Therefore, it is unlikely that leases entered into under this option will terminate prior to the full Lease Term. Nevertheless, the ordering activity's contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering activity in an amount sufficient to continue to make the lease payments. If this occurs, the ordering activity will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non-appropriation shall be provided to the Contractor upon request.
- (d) **Termination Charges:** At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the ordering activity on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the ordering activity received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.
- (e) At the order level, the ordering activity may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.

LEASE PROVISIONS COMMON TO ALL TYPES OF LEASE AGREEMENTS

1. ORDERING PROCEDURES:

- (a) When an ordering activity expresses an interest in leasing a product(s), the ordering activity will provide the following information to the prospective Contractor:
 - (i) Which product(s) is (are) required.
 - (ii) The required delivery date.
 - (iii) The proposed lease plan and term of the lease.
 - (iv) Where the product will be located.
 - (v) Description of the intended use of the product.
 - (vi) Source and type of appropriations to be used.
- (b) The Contractor will respond with:
 - (i) Whether the Contractor can provide the required product.
 - (ii) The estimated residual value of the product (Lease with Option to Own and Step Lease only).
 - (iii) The monthly payment based on the rate.
 - (iv) The estimated cost, if any, of applicable State or local taxes. State and local personal property taxes are to be estimated as separate line items in accordance with FAR 52.229-1, which may be identified and added to the monthly lease payment.
 - (v) A confirmation of the availability of the product on the required delivery date.
 - (vi) Extent of warranty coverage, if any, of the leased products.
 - (vii) The length of time the quote is valid.
- (c) The ordering activity may issue a delivery order to the Contractor based on the information set forth in the Contractor's quote. In the event that the ordering activity does not issued a delivery order within the validity period stated in the Contractor's quote letter, the quote shall expire.

2. ASSIGNMENT OF CLAIMS

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.804-5. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

3. PEACEFUL POSSESSION AND UNRESTRICTED USE

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity, and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

4. COMMENCEMENT OF LEASE

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

5. INSTALLATION AND MAINTENANCE

- a. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform

- installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.
- b. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

6. MONTHLY PAYMENTS

- a. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.
- b. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value: _____

The lease interest rates are based on the current prevailing rates adjusted for risk factors such as term of lease, specific contract terms and conditions, essential use information, Termination Ceiling, etc.

Lease rates will typically not exceed 500 basis points over "like-term Treasury Bills." For example, on a three-year lease, the rate would not exceed 500 basis points over the three-year Treasury Bill Rate.

For Example: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.

The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).

- c. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 6.b. above.
- d. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to date of transfer of ownership, whichever is less.

NOTE: At the order level, ordering activity may elect to obtain a lower rate for the lease by setting the purchase option price as either, the fair market value of the product or unamortized principle. The methodology for determining lump sum payments may be identified in the pricelist.

- e. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.

In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

7. LEASE END/DISCONTINUANCE OPTIONS

- a. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non-Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:
- (i) to purchase the product for the residual value of the product, or
 - (ii) to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.

- b. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. Ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or create or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.
- c. Returns:
 - (i) Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.
 - (ii) The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.
 - (iii) Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.
 - (iv) With respect to software, the ordering activity shall state in writing to the Contractor that it has:
 - (1) deleted or disabled all files and copies of the software from the equipment on which it was installed;
 - (2) returned all software documentation, training manuals, and physical media on which the software was delivered; and
 - (3) has no ability to use the returned software.

8. UPGRADES AND ADDITIONS

- a. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:
 - (1) can be removed without causing material damage to the product;
 - (2) do not reduce the value of the product; and
 - (3) are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.
- b. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
 - (1) were not leased from the Contractor, and
 - (2) are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.
- c. Any additions that are not so removable will become the Contractor's property (lien free).
- d. Leases of additions and upgrades must be co-terminus with that of the product.

9. RISK OF LOSS OR DAMAGE

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

10. TITLE

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will

not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of an Lease To Ownership or has otherwise paid the applicable purchase option price.

11. TAXES

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1, State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.

12. OPTION TO PURCHASE EQUIPMENT (FEB 1995) (FAR 52.207-5)

- (a) The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.
- (b) Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.
- (c) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.
- (d) The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be "continuous rental."

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT
(SPECIAL ITEM NUMBER 132-8)**

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended in accordance with the Manufacturer's then current published specifications provided with the shipped product.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order. For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

- a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

See Attached Price List for any necessary installation details

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION**

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

- c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract and Manufacturer's then current published specifications provided with the shipped product. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty is required, it will be performed at the Manufacturer's plant.

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE FOR
GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY EQUIPMENT (AFTER EXPIRATION OF GUARANTEE/WARRANTY
PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED
BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT
(SPECIAL ITEM NUMBER 132-12)**

1. SERVICE AREAS

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 50 mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 7.d and 8.d of this Special Item Number 132-12.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at Manufacturer's plant(s).

2. MAINTENANCE ORDER

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.
- b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.
- c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.
- e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

- f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.
- b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

4. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

5. SCOPE

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
 - (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity personnel shall not perform maintenance to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained.

7. RESPONSIBILITIES OF THE CONTRACTOR

For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

- b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

8. MAINTENANCE RATE PROVISIONS

- a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity. and provided that that the ordering activity has purchased a fully paid-up maintenance program.
- b. **REGULAR HOURS**
The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during the hours as specified in the maintenance program purchased by ordering activity. The hours as specified in the maintenance program purchased by ordering activity.
- c. **AFTER HOURS**
Should the Government require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.
- d. **TRAVEL AND TRANSPORTATION**
If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be:
- Travel will charged in accordance with the then current Joint Travel Regulations.**
- e. **QUANTITY DISCOUNTS**
Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

Quantity Range	Discounts
<u>None</u>	<u>None</u>

9. REPAIR SERVICE RATE PROVISIONS

- a. **CHARGES.** Charges for repair service will include include the services identified under the specific maintenance program purchased.

AT CONTRACTOR'S SHOP

- (a) When equipment is returned to Manufacturer's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to Manufacturer's plant, and return to the ordering activity location, shall be borne by the ordering activity.
- (b) The ordering activity should not return defective equipment for adjustments and repairs or replacement without his prior consultation and instruction.

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer.

11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

- a. **REPAIR SERVICE**
All repair work will be guaranteed/warranted as stated in the contract's pricelist.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period outlined in the price list.

12. INVOICES AND PAYMENTS

a. Maintenance Service

1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by immixTechnology as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract, and software's published specifications. Items delivered shall be considered accepted upon delivery. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, (through the applicable manufacturer), without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available in the contractor's pricelist

4. SOFTWARE MAINTENANCE

- a** .Software maintenance as it is defined: (select software maintenance type) :
1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/o maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

Contractor does not offer conversion from term license to perpetual license.

7. TERM LICENSE CESSATION

Contractor does not offer term license cessation.

8. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor or applicable manufacturer,, unless otherwise specified.

- (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. Provided the ordering activity is otherwise in compliance with the software's license grant, the software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, if permitted by the manufacturer in the Price List, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's (and the applicable manufacturer's) proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
- (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
- (4) If permitted by the commercial license, The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (132-32 AND 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING

Right to copy pricing is not offered.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE
(SPECIAL ITEM NUMBER 132-50)**

1. SCOPE

- a. The Contractor (through the applicable manufacturer) shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

- a. Unless stated otherwise in the contract's pricelist, the ordering activity will notify the Manufacturer at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Manufacturer will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. Unless stated otherwise in the contract's pricelist, in the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. Unless stated otherwise in the contract's priceliest, in the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor (through the applicable manufacturer) agrees to provide each student with unlimited telephone support for the time period set forth in the contract's pricelist from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

NONE

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)
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1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

**3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)
(G-FCI-920) (MAR 2003)**

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

When ordering services over \$100,000, Department of Defense (DOD) ordering offices and non-DOD agencies placing orders on behalf of the DOD must follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS) 208.404-70 – Additional ordering procedures for services. When DFARS 208.404-70 is applicable and there is a conflict between the ordering procedures contained in this clause and the additional ordering procedures for services in DFARS 208.404-70, the DFARS procedures take precedence. GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering activity using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

- (a) When ordering services, ordering activities shall—
 - (1) Prepare a Request (Request for Quote or other communication tool):
 - (i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

- (ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering activity makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.
- (iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.
- (iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors

Based upon an initial evaluation of catalogs and price lists, the ordering activity should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate) and transmit the request as follows:

NOTE: When buying IT professional services under SIN 132—51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

- (i) The request should be provided to at least three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold.
- (ii) For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the ordering activity's needs.
- (iii) In addition, the request shall be provided to any contractor who specifically requests a copy of the request for the proposed order.
- (iv) Ordering activities should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to

the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

- (3) Evaluate Responses and Select the Contractor to Receive the Order:
After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)
- (b) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering activity the opportunity to secure volume discounts. When establishing BPAs, ordering activities shall—
 - (1) Inform contractors in the request (based on the ordering activity's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.
 - (i) SINGLE BPA: Generally, a single BPA should be established when the ordering activity can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)
 - (ii) MULTIPLE BPAs: When the ordering activity determines multiple BPAs are needed to meet its requirements, the ordering activity should determine which contractors can meet any technical qualifications before establishing the BPAs. When establishing the BPAs, the procedures in (a)(2) above must be followed. The procedures at (a)(2) do not apply to orders issued under multiple BPAs. Authorized users must transmit the request for quote for an order to all BPA holders and then place the order with the Schedule contractor that represents the best value.
 - (2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)
- (c) The ordering activity should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.
- (d) When the ordering activity's requirement involves both products as well as executive, administrative and/or professional, services, the ordering activity should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)
- (e) The ordering activity, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For ordering activity requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

4. ORDER

- a. Ordering activities may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

5. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

6. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides

the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

7. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 Rights in Data – General, may apply.

9. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT/EC Services.

10. INDEPENDENT CONTRACTOR

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

11. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

- b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

12. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress

payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

13. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

14. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

15. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

16. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

17. DESCRIPTION OF IT SERVICES AND PRICING

Please refer to the labor category descriptions and pricing incorporated into this GSA Pricelist.

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Merlin International, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact

Jim Regele, Vice President

303.221.0797 (p)

303.221.0534 (f)

jregele@merlints.com

***THE FOLLOWING IS A SUGGESTED
BLANKET PURCHASE AGREEMENT (BPA) FORMAT***

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (Ordering Activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity

Date

Contractor

Date

BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)_____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

CONTRACTOR'S
INFORMATION TECHNOLOGY
LABOR CATEGORY DESCRIPTIONS

1. Computer Systems Analyst I

Duties: Prepares an outline of the IT solutions pertaining to specific business environments, performs user requirement analysis and maps it in a software model. Prepares functional system design, block diagrams and flow charts. Converts work processes to detailed work flow charts and defines software design methodology. Designs software, flowcharts and diagrams. Verifies programs. Applies standard logic for individual programs and writes instructions in high level programming language.

Experience: At least 3 years of IT related experience.

Education: B.A. or B.S. degree in Computer Science, Engineering, Business or a related field.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

2. Computer Systems Analyst II

Duties: Prepares an outline of the IT solutions pertaining to specific business environments, performs user requirement analysis and maps it in a software model. Prepares functional system design, block diagrams and flow charts. Converts work processes to detailed work flow charts and defines software design methodology. Designs software, flowcharts and diagrams. Verifies programs. Applies standard logic for individual programs and writes instructions in high level programming language.

Experience: At least 5 years of IT related experience.

Education: B.A. or B.S. degree in Computer Science, Engineering, Business or a related field.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

3. Computer Systems Analyst III

Duties: Prepares an outline of the IT solutions pertaining to specific business environments, performs user requirement analysis and maps it in a software model. Prepares functional system design, block diagrams and flow charts. Converts work processes to detailed work flow charts and defines software design methodology. Designs software, flowcharts and diagrams. Verifies programs. Applies standard logic for individual programs and writes instructions in high level programming language.

Experience: At least 8 years of relevant experience.

Education: B.A. or B.S. degree in Computer Science, Engineering, Business or a related field.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

4. Database Administrator I

Duties: Performs activities related to database design, implementation and maintenance. Maintains data dictionaries and central data repository. Supports application system development life cycle. May develop policies and procedures relating to database management, security, maintenance and utilization. May be responsible for database backup and recovery procedures, access security and database integrity, physical data storage design and data storage management.

Experience: At least 3 years of relevant experience.

Education: B.A. or B.S. Degree in Computer Science, Engineering, Business or a related field.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

5. Database Administrator II

Duties: Performs activities related to database design, implementation and maintenance. Performs logical and physical design of databases. Maintains data dictionaries and central data repository. Supports application system development life cycle. May develop policies and procedures relating to database management, security, maintenance and utilization. May be responsible for database backup and recovery procedures, access security and database integrity, physical data storage design and data storage management.

Experience: At least 7 years of relevant experience.

Education: B.A. or B.S. Degree in Computer Science, Engineering, Business or a related field.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

6. Data Warehouse Specialist

Duties: Performs activities related to database design, implementation and maintenance. Performs logical and physical design of databases. Maintains data dictionaries and central data repository. Supports application system development life cycle. May develop policies and procedures relating to database management, security, maintenance and utilization. May be responsible for database backup and recovery procedures, access security and database integrity, physical data storage design and data storage management. Has experience in creating large database repositories and datamarts. Analyzes and recommends various data access methods.

Experience: At least 7 years of relevant experience.

Education: B.A. or B.S. Degree in Computer Science, Engineering, Business or a related field.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

7. ERP Programmer I

Duties: Designs, codes, develops, tests and documents enterprise resource programs using advanced technologies, such as IP or web-based technology. Technologies include HTML, CGI applications, PERL or Javascript, and Java. Does modifications to, and maintenance of, existing programs and procedures. May be required to create procedural forms and documentation, including flow charts and system documentation. May be required to work individually or as part of a team.

Experience: At least 2 years of relevant experience.

Education: B.A. or B.S. degree in Computer Science, Engineering, Business or a related field or an Associate's Degree with an advanced technical diploma.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

8. ERP Programmer II

Duties: Designs, codes, develops, tests and documents enterprise resource programs using advanced technologies, such as IP or web-based technology. Technologies include HTML, CGI applications, PERL or Javascript, and Java. Does modifications to, and maintenance of, existing programs and procedures. May be required to create procedural forms and documentation, including flow charts and system documentation. May be required to work individually or as part of a team.

Experience: At least 4 years of relevant experience in business and technical environment.

Education: B.A. or B.S. Degree in Computer Science, Engineering, Business or a related field or an equivalent degree.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

9. ERP Programmer III

Duties: Designs, codes, develops, tests and documents enterprise resource programs using advanced technologies, such as IP or web-based technology. Technologies include HTML, CGI applications, PERL or Javascript, and Java. Does modifications to, and maintenance of, existing programs and procedures. May be required to create procedural forms and documentation, including flow charts and system documentation. May be required to work individually or as part of a team.

Experience: At least 7 years of relevant experience in business and technical environment.

Education: B.A. or B.S. Degree in Computer Science, Engineering, Business or a related field or an equivalent degree.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

10. ERP Task Leader

Duties: Designs, codes, develops, tests and documents enterprise resource programs using advanced technologies, such as IP or web-based technology. Technologies include HTML, CGI applications, PERL or Javascript, and Java. Must be knowledgeable in implementing computer systems in a phased approach of requirements analysis through testing, using Internet/Intranet technology. Must be knowledgeable in performing requirements analysis for a wide

range of users in areas of office automation and finance and accounting. Must be able to present systems designs for user approval at formal reviews. Must be capable of performing configuration management, software integration, and interpretation of software test results, as well as recommending solutions for unsatisfactory test results. Must be knowledgeable in life-cycle support, including maintenance, administration and management.

Experience: At least 7 years of relevant experience in business and technical environment

Education: B.A. or B.S. degree in Computer Science, Engineering, Business or a related field or an equivalent degree.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

11. ERP Project Manager

Duties: Performs day-to-day management of delivery order projects for ERP technology projects that involve teams of data processing and other information systems management professionals who have previously been involved in analyzing, designing, integrating, testing, documenting, converting, extending, and implementing automated information and telecommunications systems. Demonstrates proven skills in those technical areas addressed by the delivery order to be managed. Organizes, directs, and coordinates the planning and production of all activities associated with assigned deliverables. Demonstrates good written and oral communications.

Experience: At least 7 years of relevant experience in business and technical environment, including at least 2 years of IT software management experience.

Education: B.A. or B.S. Degree in Computer Science, Engineering, Business or a related field or an equivalent degree.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

12. ERP Systems Analyst IV

Duties: Applies expert systems analysis and design techniques to complex enterprise resource systems in an area. Has broad knowledge of data sources/flow, interactions of complex systems, and capabilities/limitations of systems software and computer equipment. Establishes framework of new computer systems from feasibility studies to post implementation evaluation. Recognizes probable conflicts and integrating diverse data sources. Produces innovative solutions for a variety of complex problems. Prepares overall project recommendations.

Experience: At least 5 years of relevant experience.

Education: B.A. or B.S. degree in Computer Science, Engineering, Business or a related field.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

13. ERP Systems Analyst V

Duties: Applies expert systems analysis and design techniques to complex enterprise resource systems in an area. Has broad knowledge of data sources/flow, interactions of complex systems, and capabilities/limitations of systems software and computer equipment. Establishes framework of new computer systems from feasibility studies to post implementation evaluation. Recognizes probable conflicts and integrating diverse data sources. Produces innovative solutions for a variety of complex problems. Prepares overall project recommendations.

Experience: At least 7 years of relevant experience.

Education: B.A. or B.S. degree in Computer Science, Engineering, Business or a related field.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

14. Network Administrator I

Duties: Assists in performing network administration functions for single location Local Area Network. May manage access, passwords, software, addresses, data, records and other network functions.

Experience: This is the entry level position for this job category.

Education: Associate's Degree in Computer Science, Engineering or a related field, equivalent technical school or equivalent experience.

15. Network Administrator II

Duties: Performing network administration functions for single location Local Area Network. May manage access, passwords, software, addresses, data, records and other network functions.

Experience: At least 2 years of relevant experience.

Education: Associate's Degree in Computer Science, Engineering or a related field, equivalent technical school or equivalent experience.

16. Network Administrator III

Duties: Performing network administration functions for multiple location Local Area Networks or Wide Area Networks. Manages access, passwords, software, addresses, data, records and other network functions.

Experience: At least 4 years of relevant experience.

Education: Associate's Degree in Computer Science, Engineering or a related field, equivalent technical school or equivalent experience.

17. Network Administrator IV

Duties: Performing network administration functions for multiple location Local Area Networks or Wide Area Networks. Manages access, passwords, software, addresses, data, records and other network functions.

Experience: At least 7 years of relevant experience.

Education: B.A. or B.S. degree in Computer Science, Engineering or a related field, equivalent technical school or equivalent experience.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

18. Network Architect

Duties: Must be able to lead team in developing application, development, network, and technical architectures for mid-range client/server and mainframe applications. Develops and executes architecture strategies and performs feasibility studies and integration analyses. Experience supervising and providing guidance in implementing various architectures.

Experience: At least 6 years of relevant experience.

Education: B.A. or B.S. degree in Computer Science, Engineering or a related field or equivalent experience.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

19. Programmer IV

Duties: Designs, codes, develops, tests and documents application programs. Does modifications to, and maintenance of, existing programs and procedures. May be required to create procedural forms and documentation, including flow charts and system documentation. May be required to work individually or as part of a team. May provide assistance to lower level individuals within the same job category.

Experience: At least 5 years of relevant experience.

Education: B.A. or B.S. degree in Computer Science, Engineering or a related field or an equivalent degree.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

20. Programmer V

Duties: Designs, codes, develops, tests and documents application programs. Does modifications to, and maintenance of, existing programs and procedures. May be required to create procedural forms and documentation, including flow charts and system documentation. May be required to work individually or as part of a team. May also be required to provide detail direction to other team members.

Experience: At least 7 years of relevant experience.

Education: B.A. or B.S. degree in Computer Science, Engineering or a related field or an equivalent degree.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

21. Project Manager I

Duties: Provides overall direction to the formulation, development, implementation and delivery of a moderately complex project or one that is part of a larger program. Ensures that the project plan maintains tasks, schedules, estimates and status. Disseminates information to project members. Arranges for the assignment of responsibility to other supporting facilities, business areas, support functions and monitors their performance. May have supervisory responsibilities for hiring, terminating and reviewing project members. Should possess good communication skills.

Experience: At least five years of industry experience with at least two years as a project manager.

Education: B.A. or B.S. degree in Computer Science, Engineering, Business or a related field.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

22. Project Manager II

Duties: Provides overall direction to the formulation, development, implementation and delivery of a complex project. Ensures that the project plan maintains tasks, schedules, estimates and status. Disseminates information to project members. Arranges for the assignment of responsibility to other supporting facilities, business areas, support

functions and monitors their performance. Has supervisory responsibilities for hiring, terminating and reviewing project members. Should possess good communication skills.

Experience: At least 10 years of industry experience with at least five years as a project manager.

Education: B.A. or B.S. degree in Computer Science, Engineering, Business or a related field.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

23. Program Manager

Duties: Performs day-to-day management of delivery order projects for ERP technology projects that involve teams of data processing and other information systems management professionals who have previously been involved in analyzing, designing, integrating, testing, documenting, converting, extending, and implementing automated information and telecommunications systems. Demonstrates proven skills in those technical areas addressed by the delivery order to be managed. Organizes, directs, and coordinates the planning and production of all activities associated with assigned deliverables. Establishes and alters, as necessary, corporate management structure to direct effective contract support activities. Demonstrates good written and oral communications.

Experience: Must have 10 years of IT experience, including at least 7 years of IT and/or telecommunications system management experience.

Education: B.A. or B.S. degree.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

24. Systems Administrator I

Duties: Assists with the installation, maintenance and usage of a system under supervision. Installs software and troubleshoots user and system problems. Maintains security.

Experience: This is the entry level position for this job category.

Education: Associate's Degree in Computer Science, Engineering or a related field.

25. Systems Administrator II

Duties: Assists with the installation, maintenance and usage of a system under supervision. Installs software and troubleshoots user and system problems. Maintains security.

Experience: At least 2 years of relevant experience.

Education: Associate's Degree in Computer Science, Engineering or a related field.

26. Systems Administrator III

Duties: Responsible for the installation, maintenance and usage of a system under supervision. Installs software and troubleshoots user and system problems. Maintains system security. Implements policies, procedures and standards.

Experience: At least 5 years of relevant experience.

Education: B.A. or B.S. degree in Computer Science, Engineering or a related field or equivalent experience.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

27. Systems Analyst II

Duties: Has knowledge of pertinent system software, computer equipment, work processes, applicable regulations, work load and practices of assigned subject-matter area. Gathers facts, analyses data, compares alternatives in terms of cost, time and availability of equipment/personnel. Recommends courses of action and prepares specs for development of computer programs. Determines and resolves data processing problems and coordinates work. Adapts design approaches successfully used in precedent systems.

Experience: At least 2 years of relevant experience.

Education: B.A. or B.S. degree in Computer Science, Engineering, Business or a related field.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

28. Systems Analyst III

Duties: Applies systems analysis and design techniques to complex computer systems in a broad area. Competent in all phases of systems analysis techniques, concepts and methods. Has knowledge of available system software, computer equipment, regulations, practices, etc. in a subject matter area. Recognizes probable conflicts and integrating diverse data sources. Produces innovative solutions for a variety of complex problems. Maintains and modifies complex systems or develops new subsystems. Recommends optimum approach and develops system design.

Experience: At least 4 years of relevant experience.

Education: B.A. or B.S. degree in Computer Science, Engineering, Business or a related field.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

29. Systems Analyst IV

Duties: Applies expert systems analysis and design techniques to complex computer systems in an area. Has broad knowledge of data sources/flow, interactions of complex systems, and capabilities/limitations of systems software and computer equipment. Establishes framework of new computer systems from feasibility studies to post implementation evaluation. Recognizes probable conflicts and integrating diverse data sources. Produces innovative solutions for a variety of complex problems. Prepares overall project recommendations.

Experience: At least 7 years of relevant experience.

Education: B.A. or B.S. degree in Computer Science, Engineering, Business or a related field.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

30. Systems Analyst V

Duties: Guides development of unprecedented computer systems. Develops broad unprecedented computer systems/conducts critical studies. Has broad knowledge of data sources/flow, interactions of complex systems, and capabilities/limitations of systems software and computer equipment. Establishes framework of new computer systems from feasibility studies to post implementation evaluation. Recognizes probable conflicts and integrating diverse data sources. Produces innovative solutions for a variety of complex problems. Prepares overall project recommendations. May devise new ways to locate/develop data sources. Establishes new factors/criteria for subject matter decisions. Coordinates fact finding, analysis, design of system.

Experience: At least 10 years of relevant experience.

Education: B.A. or B.S. degree in Computer Science, Engineering, Business or a related field.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

31. Systems Architect

Duties: Prepares and plans the overall software development environment. Responsible for providing overall systems design. Performs development tools selections. Performs benchmarking for optimizing the systems platforms. Develops prototypes and acts as the primary lead technical consultant in a software development environment.

Experience: At least 5 years of relevant experience.

Education: B.A. or B.S. degree in Computer Science, Engineering or a related field or equivalent experience.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

32. Systems Engineer I

Duties: Provides technical support in system architecture, system design, system integration and technical management. Assists in providing technical input to the systems engineering process. May assist in developing and implementing installation plans. May assist in preparation and presentation of systems assurance reviews. Identifies requirements and deficiencies in hardware and software products.

Experience: This is the entry level position for this job category.

Education: B.A. or B.S. degree in Computer Science, Engineering or a related field or equivalent experience.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

33. Systems Engineer II

Duties: Provides technical support in system architecture, system design, system integration and technical management. Assists in providing technical input to the systems engineering process. Provides requirements analysis. May prepare and present systems assurance reviews. Identifies requirements and deficiencies in hardware and software products. Advises customer in product selection and use, capacity planning operations and performance management.

Experience: At least 2 years of relevant experience.

Education: B.A. or B.S. degree in Computer Science, Engineering or a related field or equivalent experience.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

34. Systems Engineer III

Duties: Provides technical support in system architecture, system design, system integration and technical management. Assists in providing technical input to the systems engineering process. Leads teams in developing application and technical plans. Guide customers in the installation and use of strategic products through education and guidance, first-use and tuning assistance problem solving and critical situation resolution.

Experience: At least 5 years of relevant experience.

Education: B.A. or B.S. degree in Computer Science, Engineering or a related field or equivalent experience.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

35. Systems Programmer II

Duties: Installs, debugs and uses internal operating system software. Performs simple maintenance. Prepares documentation from detailed specifications. May assist in maintenance and system upgrades.

Experience: At least 2 years of relevant experience.

Education: B.A. or B.S. degree in Computer Science, Engineering, or a related field.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

36. Systems Programmer III

Duties: Installs, debugs and tunes internal operating system software. May perform systems maintenance and upgrades. Monitors and tunes system hardware and software.

Experience: At least 4 years of relevant experience.

Education: B.A. or B.S. degree in Computer Science, Engineering, or a related field.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

37. Technical Writer II

Duties: Formats, writes, edits, proofreads technical data for use in routine documents following established procedures. Ensures document meets specifications and complies with quality, format and style standards. Prepare revisions to and rewrites existing documentation.

Experience: At least 1 year of relevant experience.

Education: B.A. or B.S. degree in English, a related field or a technical field.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

38. Technical Writer III

Duties: Formats, writes, edits, proofreads technical data for use in documents. Ensures document meets specifications and complies with quality, format and style standards. Creates new documentation from related documentation, examination of subject system or procedure, and/or interviews.

Experience: At least 4 year of relevant experience.

Education: B.A. or B.S. degree in English, a related field or a technical field.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

39. Technical Writer IV

Duties: Formats, writes, edits, proofreads technical data for use in documents. Ensures document meets specifications and complies with quality, format and style standards. Creates new documentation from related documentation, examination of subject system or procedure, interviews and/or expertise in subject area. May provide assistance and training to junior team members.

Experience: At least 6 year of relevant experience.

Education: B.A. or B.S. degree in English, a related field or a technical field.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

40. Testing Specialist

Duties: Must be capable of designing and executing ADP software tests and evaluating results to ensure compliance with applicable regulations. Must be able to prepare test scripts and all required test documentation. Must be able to design and prepare all needed test data. Analyzes internal security within systems. Reviews test results and evaluates for conformance to design.

Experience: At least 2 years of software testing experience (integration and acceptance).

Education: B.A. or B.S. degree or 3 years of equivalent experience in a related field.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

41. Internet/Intranet Site Developer

Duties: Must be able to translate applications requirements into the design of complex web sites, including integrating web pages and applications to serve either as stand alone sites or as the front end to web-based applications. Must be able to apply new and emerging technologies to the site development process.

Experience: Must have 1 year of computer experience using Internet/intranet products and administration. Experience developing web pages using HTML and associated scripting and graphics integration.

Education: B.A. or B.S. degree or 3 years of equivalent experience in a related field.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

42. Internet/Intranet HTML Developer

Duties: Must be able to translate applications requirements into web pages to serve either as stand-alone site elements or as the front end to web-based applications. Must be able to apply new and emerging technologies to the page development process.

Experience: Must have 1 year of computer experience in at least two of the following disciplines: HTML, Javascript, GIF or JPG imaging, computer graphics, web page development. At least 1 year of experience developing web pages using HTML and associated scripting and graphics integration.

Education: B.A. or B.S. degree or 3 years of equivalent experience in a related field.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

43. Subject Matter Expert I

Duties: Develops requirements from a project's inception to its conclusion in the subject matter area for simple to moderately complex systems. Assists other senior consultants with analysis and evaluation and with the preparation of recommendations for system improvements, optimization, development, and/or maintenance efforts in the following specialties: information systems architecture; networking; telecommunications; automation; risk management; software; life-cycle management; software development methodologies; modeling and simulation.

Experience: At least 8 years of IT experience and at least 5 years directly related to the required area of expertise.

Education: B.A. or B.S. degree.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

44. Subject Matter Expert II

Duties: Develops requirements from a project's inception to its conclusion in the subject matter area for simple to moderately complex systems. Assists other senior consultants with analysis and evaluation and with the preparation of recommendations for system improvements, optimization, development, and/or maintenance efforts in the following specialties: information systems architecture; networking; telecommunications; automation; risk management; software; life-cycle management; software development methodologies; modeling and simulation.

Experience: At least 12 years of IT experience and at least 8 years directly related to the required area of expertise.

Education: B.A. or B.S. degree.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

45. Subject Matter Expert III

Duties: Develops requirements from a project's inception to its conclusion in the subject matter area for simple to moderately complex systems. Assists other senior consultants with analysis and evaluation and with the preparation of recommendations for system improvements, optimization, development, and/or maintenance efforts in the following specialties: information systems architecture; networking; telecommunications; automation; risk management; software; life-cycle management; software development methodologies; modeling and simulation.

Experience: At least 15 years of IT experience and at least 10 years directly related to the required area of expertise.

Education: B.A. or B.S. degree.

* Five (5) years of direct related experience in a related field may be substituted for a Bachelor's degree requirement.

46. COTS Product Integrator I

Duties: The COTS Product Integrator I will be the product/tool expert and specialist for selected COTS products and their subsequent integration within the system architecture. This COTS Specialist will perform COTS product integration and support, determine how best to use the tool, and will document this usage in process documentation. This COTS Specialist will be the COTS product resource to other project personnel in the use of these tools. Experience in software development through all life cycles is desired.

Experience: Requires at least 2 years relevant experience.

Education: B.S. or B.A. degree in Computer Science, Engineering or related fields (or equivalent experience).

47. COTS Product Integrator II

Duties: The COTS Product Integrator II will be the product/tool expert for selected COTS products and their subsequent integration within the system architecture. This COTS Specialist will perform COTS product integration and support, determine how best to use the tool and will document this usage in process documentation. They will mentor, train and be a product resource for other project personnel in the use of these tools. Experience in software development through all life cycles is desired.

Experience: Requires at least 5 years relevant experience.

Education: B.S. or B.A. degree in Computer Science, Engineering or related fields (or equivalent experience).

48. COTS Product Integrator III

Duties: The COTS Product Integrator III will be the product/tool and architecture expert for selected COTS products and their subsequent integration within the system architecture. This COTS Specialist will provide key system and network level product integration architecture, as well as lead, mentor, and train other project personnel in the use of these products. Experience in software development through all life cycles is desired.

Experience: Requires at least 7 years relevant experience.

Education: B.S. or B.A. degree in Computer Science, Engineering or related fields (or equivalent experience).

49. Network Engineer I

Duties: The Network Engineer I plans, supports and evaluates complex existing network systems and make recommendations for resources required to maintain and/or expand service levels. This resource will provide highly skilled technical assistance in network planning, engineering and architecture. Plans and incorporates how new network resources and applications will exist on the network. Provide monthly metrics for network availability and bandwidth usage as well as other metrics as requested. Responsible for network capacity planning, user support, and escalation of issues to upper tiers. Use network management tools to discover, map and maintain the network. Responsible for network equipment OS and version upgrades. Maintain Internet and Extranet connectivity; handles day-to-day Firewall administration, as well as VPN connectivity. Monitor and maintain network interfaces to insure its highest level of performance and makes modifications and enhancements as needed. Responsible for documenting procedures and keeping network diagrams and related material up to date. Handle user problems, questions, and request on network issues. Work with other groups within IS to resolve network related issues as needed.

Experience: Requires at least 2 years relevant experience.

Education: B.S. or B.A. degree in Computer Science, Engineering or related fields (or equivalent experience).

50. Network Engineer II

Duties: The Network Engineer II plans, supports and evaluates complex existing network systems and make recommendations for resources required to maintain and/or expand service levels. This resource will provide highly skilled technical assistance in network planning, engineering and architecture. Also provides and develops technical standards and interface applications; identifies and evaluates new products; provide solutions for network problems. Interfaces with internal/external customers and vendors to determine system needs. Plans and incorporates how new network resources and applications will exist on the network. Provide monthly metrics for network availability and bandwidth usage as well as other metrics as requested. Responsible for network capacity planning. Use network management tools to discover, map and maintain the network. Responsible for network equipment OS and version upgrades. Responsible for conducting research of new technologies and implementation strategies. Monitor and maintain network interfaces to insure its highest level of performance and makes modifications and enhancements as needed. Responsible for documenting procedures and keeping network diagrams and related material up to date. Handle escalated user problems, questions, and request on network issues. Work with other groups within IS to resolve network related issues as needed. Leads and directs work of other Network Engineers.

Experience: Requires at least 5 years relevant experience.

Education: B.S. or B.A. degree in Computer Science, Engineering or related fields (or equivalent experience).

51. Program Administration Specialist I:

Duties: The Program Administration Specialist I directly supports Project Manager by maintaining personnel and other files; prepares correspondence, schedules and coordinates travel. Assists in the preparation of documents and supports the development of contract deliverables and reports. Responsible for integrating the graphics generated with automated tools and the deliverable documents. Assists in preparation of management plans and reports. Performs analysis, development, and review program administrative operating procedures.

Experience: Requires at least 2 years relevant experience.

Education: B.S. or B.A. degree in or related fields (or equivalent experience).

52. Program Administration Specialist II:

Duties: The Program Administration Specialist II directly supports Project Manager by maintaining personnel and other files; prepares correspondence, schedules and coordinates travel. Assists in the preparation of documents and supports the development of contract deliverables and reports. Responsible for integrating the graphics generated with automated tools and the deliverable documents. Assists in preparation of management plans and reports. Performs analysis, development, and review program administrative operating procedures.

Experience: Requires at least 3 plus years relevant experience.

Education: B.S. or B.A. degree or related fields (or equivalent experience).

53. Project Controls I

Duties: The Project Controls I will calculate network schedules and make use of project scheduling software. They should understand alternate scheduling techniques such as linear scheduling, problems with resource constraints and apply basic techniques of resource leveling to scheduling. They should possess the ability to apply work breakdown structures and cost load a schedule as well as perform earned value calculations. They should have experience with the basics of conceptual and detailed (quantity) estimating and understand broad concepts of cost and time control as related to phases of the project and project organization. Finally, they will understand and apply basic visualization of project controls, including visualizations of quantitative controls data.

Experience: Requires at least 2 years relevant experience.

Education: B.S. or B.A. degree in Computer Science, Engineering or related fields (or equivalent experience).

54. Project Controls II

Duties: The Project Controls II will calculate network schedules and make use of project scheduling software. They should understand alternate scheduling techniques such as linear scheduling, problems with resource constraints and apply basic techniques of resource leveling to scheduling. They should possess the ability to apply work breakdown structures and cost load a schedule as well as perform earned value calculations. They should have experience with the basics of conceptual and detailed (quantity) estimating and understand broad concepts of cost and time control as related to phases of the project and project organization. Finally, they will understand and apply basic visualization of project controls, including visualizations of quantitative controls data.

Experience: Requires at least 5 years relevant experience.

Education: B.S. or B.A. degree in Computer Science, Engineering or related fields (or equivalent experience).

55. Information Assurance I

Duties: Performs security and vulnerability testing, analysis, and reporting using various security tools. Reviews and analyzes assessments and vulnerability matrices and provides recommendations for risk mitigation. Develops and maintains security policies and procedures, including system security plans, continuity of operations plans, rules of behavior, and various other security related documentation in accordance with federal regulations and policies. Develops certification and accreditation packages. May require certification in at least one of the following:

- NSA IAM - National Security Agency's INFOSEC Assessment Methodology
- [CCISP](#) - Certified Critical Infrastructure Security Professional
- [CISM](#) - Certified Information Security Manager
- [CISSP](#) - Certified Information Systems Security Professional
- [SSCP](#) - Systems Security Certified Practitioner
- [GIAC](#) - Global Information Assurance Certification
- [CSP](#) - RSA Certified Security Professional
- [CPP](#) Certified Protection Professional

Experience: Requires at least 3 years relevant experience for this job category

Education: Minimum B.S. or B.A. degree in related field.

56. Information Assurance II

Duties: Performs security and vulnerability testing, analysis, and reporting using various security tools. Reviews and analyzes assessments and vulnerability matrices and provides recommendations for risk mitigation. Develops and maintains security policies and procedures, including system security plans, continuity of operations plans, rules of behavior, and various other security related documentation in accordance with federal regulations and policies. Develops certification and accreditation packages. May require certification in at least one of the following:

- NSA IAM - National Security Agency's INFOSEC Assessment Methodology
- [CCISP](#) - Certified Critical Infrastructure Security Professional
- [CISM](#) - Certified Information Security Manager
- [CISSP](#) - Certified Information Systems Security Professional
- [SSCP](#) - Systems Security Certified Practitioner
- [GIAC](#) - Global Information Assurance Certification
- [CSP](#) - RSA Certified Security Professional
- [CPP](#) Certified Protection Professional

Experience: Requires at least 6 years relevant experience for this job category

Education: Minimum B.S. or B.A. degree in related field. Masters and PhD recipients can count post-graduate education years towards overall experience.

57. Information Assurance III

Duties: Performs security and vulnerability testing, analysis, and reporting using various security tools. Reviews and analyzes assessments and vulnerability matrices and provides recommendations for risk mitigation. Develops and maintains security policies and procedures, including system security plans, continuity of operations plans, rules of behavior, and various other security related documentation in accordance with federal regulations and policies. Develops certification and accreditation packages. May require certification in one or more of the following:

- NSA IAM - National Security Agency's INFOSEC Assessment Methodology
- [CCISP](#) - Certified Critical Infrastructure Security Professional
- [CISM](#) - Certified Information Security Manager
- [CISSP](#) - Certified Information Systems Security Professional
- [SSCP](#) - Systems Security Certified Practitioner
- [GIAC](#) - Global Information Assurance Certification
- [CSP](#) - RSA Certified Security Professional
- [CPP](#) Certified Protection Professional

Experience: Requires at least 9 years relevant experience for this job category

Education: Minimum B.S. or B.A. degree in related field. Masters and PhD recipients can count post-graduate education years towards overall experience.

58. Information Assurance SME / Tech Lead

Duties: Demonstrates strong leadership, evaluates and recommends information security enhancements, product upgrades, and tools across multiple platforms to ensure minimal exposures. Evaluates and recommends information security policies to establish guidelines and ensure corporate compliance. Assists in system consolidations, software upgrades and internal information security investigations. Assists contingency management groups in planning and executing disaster recovery procedures. Develops certification and accreditation packages. May require certification in at least one of the following:

- NSA IAM - National Security Agency's INFOSEC Assessment Methodology
- [CCISP](#) - Certified Critical Infrastructure Security Professional
- [CISM](#) - Certified Information Security Manager
- [CISSP](#) - Certified Information Systems Security Professional
- [SSCP](#) - Systems Security Certified Practitioner
- [GIAC](#) - Global Information Assurance Certification
- [CSP](#) - RSA Certified Security Professional
- [CPP](#) Certified Protection Professional

Experience: Requires at least 10 years relevant experience for this job category

Education: Minimum B.S. or B.A. degree in related field. Masters and PhD recipients can count post-graduate education years towards overall experience.

59. Client Delivery Manager:

Duties: Plans, directs and coordinates all phases of multiple project teams or with a single large enterprise deployment in government services. Develops strategies and guidelines for consulting projects and ensures that contractual obligations are met. Makes executive presentations of project results. Coordinates determining the scope of the project and proposal preparations. Develops and cultivates government client relationships at management and executive levels. Proficiently applies consulting approaches and remains current on emerging consulting theories and technology trends.

Experience: Requires at least 13 years relevant experience for this job category

Education: Minimum B.S. or B.A. degree in related field. Masters and PhD recipients can count post-graduate education years towards overall experience.

60. Principal Consultant I:

Duties: Demonstrates strong leadership in the consulting field and the business application of technology. Directs assessment of project scope and provides expertise in business analysis, architecture definition, and review as well as migration and integration strategies. Develops, maintains and extends relationship with government clients at top executive levels. Provides guidance to project leaders.

Experience: Requires at least 10 years relevant experience for this job category

Education: Minimum B.S. or B.A. degree in related field.

61. Principal Consultant II:

Duties: Demonstrates strong leadership in the consulting field and the business application of technology. Directs assessment of project scope and provides expertise in business analysis, architecture definition, and review as well as migration and integration strategies. Develops, maintains and extends relationship with government clients at top executive levels. Provides guidance to project leaders.

Experience: Requires at least 12 years relevant experience for this job category

Education: Minimum B.S. or B.A. degree in related field. Masters and PhD recipients can count post-graduate education years towards overall experience.

62. Consultant I:

Duties: Performs tasks related to business analysis, architecture definition and review, database design assistance and review, assistance in data migration and integration definition, and application development.

Experience: Requires at least 5 years relevant experience for this job category

Education: Minimum B.S. or B.A. degree in related field. Masters and PhD recipients can count post-graduate education years towards overall experience.

63. Consultant II:

Duties: Performs tasks related to business analysis, architecture definition and review, database design assistance and review, assistance in data migration and integration definition, and application development.

Experience: Requires at least 7 years relevant experience for this job category

Education: Minimum B.S. or B.A. degree in related field.

64. Domain Consultant I:

Duties: Analyze user needs to determine functional and cross-functional requirements. Performs functional allocation to identify required tasks and their interrelationships along with resources required for each task. Experience in Human Factors Engineering desired.

Experience: Requires at least 7 years relevant experience for this job category

Education: Minimum B.S. or B.A. degree in related field.

65. Domain Consultant II:

Duties: Analyze user needs to determine functional and cross-functional requirements. Performs functional allocation to identify required tasks and their interrelationships along with resources required for each task. Experience in Human Factors Engineering desired.

Experience: Requires at least 10 years relevant experience for this job category

Education: Minimum B.S. or B.A. degree in related field. Masters and PhD recipients can count post-graduate education years towards overall experience.

66. Quality Assurance Manager:

Duties: Plans, directs and coordinates quality control-related activities. Responsible for ensuring that all hardware products and business processes represent the maximum quality and reliability attainable. Approves all quality control procedures, technical specifications and procurement of quality-related test equipment. Responsible for overall program design.

Experience: Requires at least 10 years relevant experience for this job category

Education: Minimum B.S. or B.A. degree in related field.

67. Quality Assurance Analyst:

Duties: Plans, coordinates and executes quality reviews to assess contract obligations and customer expectations. Conducts in-depth interviews with multiple levels of management. Analyzes and compiles complex quality statistics to determine account trends and documents findings to management. Advises managers in preparing an action plan following each quality review. Identifies and researches account concerns and problem areas and oversees implementation of procedural/system solutions to improve performance quality. Identifies account management trends across the organization and proposes methods and policies for quality improvement

Experience: Requires at least 7 years relevant experience for this job category

Education: Minimum B.S. or B.A. degree in related field.

68. Test Engineer I

Duties: Design review, test plan creation, test case implementation, defect report creation and tracking, and documentation review. Work with other testing team members to accomplish specific product testing tasks. Review product requirements. Develop, maintain, and execute test cases. Create and maintain datasets. Create and execute automation scripts. Isolate defects and enter software defect reports. Continual review and improvement of testing process and implementation. Analyze and report progress to Test Manager

Experience: Requires at least 5 years relevant experience for this job category

Education: Minimum B.S. or B.A. degree in related field (or equivalent experience).

69. Test Engineer II

Duties: Design review, test plan creation, test case implementation, defect report creation and tracking, and documentation review. Work with other testing team members to accomplish specific product testing tasks. Review product requirements. Develop, maintain, and execute test cases. Create and maintain datasets. Create and execute automation scripts. Isolate defects and enter software defect reports. Continual review and improvement of testing process and implementation. Analyze and report progress to Test Manager

Experience: Requires at least 7 years relevant experience for this job category

Education: Minimum B.S. or B.A. degree in related field (or equivalent experience).

70. Test Engineer III

Duties: Design review, test plan creation, test case implementation, defect report creation and tracking, and documentation review. Work with other testing team members to accomplish specific product testing tasks. Review product requirements. Develop, maintain, and execute test cases. Create and maintain datasets. Create and execute automation scripts. Isolate defects and enter software defect reports. Continual review and improvement of testing process and implementation. Analyze and report progress to Test Manager

Experience: Requires at least 10 years relevant experience for this job category

Education: Minimum B.S. or B.A. degree in related field (or equivalent experience).

71. Training Specialist I

Duties: Analyze training needs to develop new Information Technology training programs or modify and improve existing programs. Conduct or arrange for ongoing technical training and personal development classes for staff members. Conduct orientation sessions and arrange on-the-job training. Conduct surveys to identify training needs based on projected production processes, changes, and other factors. Develop and organize training manuals, multimedia visual aids, and other educational materials. Develop testing and evaluation procedures.

Experience: Requires at least 5 years relevant experience for this job category

Education: Minimum B.S. or B.A. degree in related field (or equivalent experience).

72. Training Specialist II

Duties: Analyze training needs to develop new Information Technology training programs or modify and improve existing programs. Conduct or arrange for ongoing technical training and personal development classes for staff members. Conduct orientation sessions and arrange on-the-job training. Conduct surveys to identify training needs based on projected production processes, changes, and other factors. Develop and organize training manuals, multimedia visual aids, and other educational materials. Develop testing and evaluation procedures.

Experience: Requires at least 7 years relevant experience for this job category

Education: Minimum B.S. or B.A. degree in related field (or equivalent experience).

MERLIN LABOR GSA PRICING

Labor Category Title	GOVT Site Rate Per Hour	Merlin Site Rate Per Hour
Client Delivery Manager	\$435.67	\$474.89
Computer Systems Analyst I	\$58.05	\$63.30
Computer Systems Analyst II	\$80.41	\$87.63
Computer Systems Analyst III	\$99.92	\$108.92
Consultant I	\$313.94	\$342.20
Consultant II	\$333.16	\$363.15
COTS Integrator Specialist I	\$205.02	\$223.47
COTS Integrator Specialist II	\$288.31	\$314.26
COTS Integrator Specialist III	\$416.45	\$453.94
Data Warehouse Specialist	\$153.14	\$166.92
Database Administrator I	\$78.41	\$85.47
Database Administrator II	\$116.39	\$126.86
Domain Consultant I	\$160.17	\$174.60
Domain Consultant II	\$192.21	\$209.50
ERP Programmer I	\$111.03	\$121.03
ERP Programmer II	\$155.95	\$169.99
ERP Programmer III	\$177.64	\$193.63
ERP Project Manager	\$214.39	\$233.69
ERP System Analyst IV	\$167.95	\$183.05
ERP Systems Analyst V	\$183.76	\$200.31
ERP Task Leader	\$183.76	\$200.31
Information Assurance I	\$108.92	\$118.73
Information Assurance II	\$140.96	\$153.64
Information Assurance III	\$160.17	\$174.60
Information Assurance SME / Tech Lead	\$192.21	\$209.50
Internet/Intranet HTML Dev.	\$84.99	\$92.63
Internet/Intranet Site Dev.	\$100.88	\$109.95
Network Administrator I	\$55.45	\$60.44

Network Administrator II	\$73.77	\$80.41
Network Administrator III	\$99.92	\$108.92
Network Administrator IV	\$133.23	\$145.22
Network Architect	\$178.02	\$194.05
Network Engineer I	\$160.17	\$174.60
Network Engineer II	\$192.21	\$209.50
Principal Consultant I	\$374.16	\$407.84
Principal Consultant II	\$410.05	\$446.95
Program Administration Specialist I	\$57.66	\$62.86
Program Administration Specialist II	\$76.88	\$83.81
Program Manager	\$189.82	\$206.91
Programmer IV	\$98.00	\$106.82
Programmer V	\$116.13	\$126.57
Project Controls I	\$96.11	\$104.76
Project Controls II	\$128.14	\$139.68
Project Manager I	\$134.39	\$146.47
Project Manager II	\$166.53	\$181.52
Quality Assurance Analyst	\$57.66	\$62.86
Quality Assurance Manager	\$87.37	\$95.23
Subject Matter Expert I	\$200.99	\$219.08
Subject Matter Expert II	\$245.01	\$267.06
Subject Matter Expert III	\$290.31	\$316.46
Systems Administrator I	\$77.96	\$84.99
Systems Administrator II	\$91.89	\$100.15
Systems Administrator III	\$101.69	\$110.83
Systems Analyst II	\$84.74	\$92.37
Systems Analyst III	\$99.80	\$108.78
Systems Analyst IV	\$121.93	\$132.91
Systems Analyst V	\$145.48	\$158.57
Systems Architect	\$177.53	\$193.51
Systems Engineer I	\$59.98	\$65.37

Systems Engineer II	\$98.00	\$106.82
Systems Engineer III	\$145.48	\$158.57
Systems Programmer I	\$133.54	\$145.56
Systems Programmer II	\$155.95	\$169.99
Technical Writer II	\$77.59	\$84.57
Technical Writer III	\$93.77	\$102.20
Technical Writer IV	\$122.13	\$133.11
Test Engineer I	\$83.29	\$90.79
Test Engineer II	\$108.92	\$118.73
Test Engineer III	\$134.54	\$146.67
Testing Specialist	\$77.96	\$84.99
Training Specialist I	\$57.66	\$62.86
Training Specialist II	\$83.29	\$90.79

CONTRACTOR'S GSA SCHEDULE CONTRACT PRICING